

# Section 1: 8-K (8-K)

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D. C. 20549

FORM 8-K

CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(d) OF THE  
SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): September 11, 2019

Commission File Number	Registrant; State of Incorporation; Address; and Telephone Number	I.R.S. Employer Identification No.
333-21011	FIRSTENERGY CORP (An Ohio Corporation) 76 South Main Street Akron OH 44308 Telephone (800) 736-3402	34-1843785

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2.):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class	Trading Symbol	Name of Each Exchange on Which Registered
Common Stock, \$0.10 par value per share	FE	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.



### Item 1.01 Entry into a Material Definitive Agreement

On September 11, 2019, FirstEnergy Corp. (FirstEnergy) entered into an amendment to its 364-day facility with The Bank of Nova Scotia (the 364-Day Term Loan) and an amendment to its two-year facility with JPMorgan Chase Bank, N.A. (the Two-Year Term Loan and, together with the 364-Day Term Loan, the Term Loans).

Pursuant to Amendment No. 1 to the Term Loan Credit Agreement, dated as of September 11, 2019 (the 364-Day Loan Amendment), among FirstEnergy, as borrower, the banks named therein and The Bank of Nova Scotia, as administrative agent, the 364-Day Term Loan was extended until September 9, 2020. Pursuant to Amendment No. 1 to the Term Loan Credit Agreement, dated as of September 11, 2019 (the Two-Year Loan Amendment and, together with the 364-Day Loan Amendment, the Term Loan Amendments), among FirstEnergy, as borrower, the banks named therein and JPMorgan Chase Bank, N.A., as administrative agent, the Two-Year Term Loan was extended until September 11, 2021. In addition, the Term Loan Amendments reallocated \$250 million of loans from the 364-Day Term Loan to the Two-Year Term Loan. The lenders under the Term Loans and their respective outstanding amounts are set forth in the table below.

<b>Banks</b>	<b>Outstanding Amounts</b>	
	<b>364-Day Term Loan</b>	<b>Two-Year Term Loan</b>
Bank of America, N.A.	\$20,500,000.00	\$74,500,000.00
Mizuho Bank, Ltd.	\$65,000,000.00	\$30,000,000.00
JPMorgan Chase Bank, N.A.	\$65,000,000.00	\$30,000,000.00
PNC Bank, National Association	\$0.00	\$95,000,000.00
MUFG Bank, Ltd.	\$95,000,000.00	\$0.00
The Bank of Nova Scotia	\$65,000,000.00	\$30,000,000.00
Citibank, N.A.	\$95,000,000.00	\$0.00
Barclays Bank PLC	\$65,000,000.00	\$30,000,000.00
CoBank, ACB	\$0.00	\$75,000,000.00
Canadian Imperial Bank of Commerce, New York Branch	\$0.00	\$75,000,000.00
Sumitomo Mitsui Banking Corporation	\$43,085,713.87	\$51,914,286.13
TD Bank, N.A.	\$65,000,000.00	\$30,000,000.00
U.S. Bank National Association	\$70,000,000.00	\$25,000,000.00
KeyBank National Association	\$70,000,000.00	\$25,000,000.00
Santander Bank, N.A.	\$57,142,857.14	\$22,857,142.86
Fifth Third Bank	\$35,700,000.00	\$14,300,000.00
Industrial and Commercial Bank of China Limited, New York Branch	\$35,714,285.71	\$14,285,714.29
The Bank of New York Mellon	\$0.00	\$50,000,000.00
Citizens Bank, N.A.	\$35,714,285.71	\$14,285,714.29
First National Bank of Pennsylvania	\$10,000,000.00	\$20,000,000.00
Royal Bank of Canada	\$53,571,429.00	\$21,428,571.00
Morgan Stanley Bank, N.A.	\$53,571,428.57	\$21,428,571.43
<b>TOTAL</b>	<b>\$1,000,000,000.00</b>	<b>\$750,000,000.00</b>

FirstEnergy paid customary arrangement and upfront fees to the arranging banks and other lenders in connection with the closing of the Term Loan Amendments. FirstEnergy maintains ordinary banking and investment banking relationships with lenders under the Term Loans.

The foregoing descriptions of the Term Loan Amendments do not purport to be complete and are qualified in their entirety by reference to the agreements themselves. The Term Loan Amendments are filed as Exhibits 10.1 and 10.2, respectively, to this Form 8-K, and are incorporated herein by reference.

### **Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant**

The information contained in Item 1.01 of this Form 8-K is incorporated into this Item 2.03 by reference.

### **Item 8.01 Other Events**

On September 16, 2019, the Compensation Committee (the "Committee") of the Board of Directors (the "Board") of FirstEnergy approved an amended and restated Executive Compensation Recoupment Policy (the "Recoupment Policy"), effective September 16, 2019. The Recoupment Policy supersedes and replaces FirstEnergy's former recoupment policy adopted on January 21, 2014.

In general, the Recoupment Policy provides for the potential recoupment of certain executive compensation from current and former officers, as such term is defined in Rule 16a-1(f) under the Securities Exchange Act of 1934, as amended, and current and former other FirstEnergy executives under certain circumstances. Subject to the terms and conditions of the Recoupment Policy, recoupment may be triggered by: (1) certain restatements of FirstEnergy's financial statements, regardless of misconduct; and (2) certain categories of "Detrimental Activity" conducted by those covered persons noted above. For these purposes, Detrimental Activity includes, without limitation, misuse of FirstEnergy confidential information, certain breaches of contract or violations of fiduciary obligations, unethical conduct, engagement in violations of FirstEnergy policy or law or fraud which causes, or is reasonably likely to cause, significant operational, financial or reputational harm to FirstEnergy or its subsidiaries, and engagement in such activity which is not a breach of contract or violation of fiduciary obligations, but otherwise is, or is reasonably likely to be, materially detrimental to FirstEnergy or any of its subsidiaries, in each case as reasonably and in good faith determined by the Committee. As further described in the Recoupment Policy, recoupment of compensation may involve variable cash compensation based on financial or other FirstEnergy performance criteria and equity awards, including service- and performance-based equity that has been granted, vested or accrued.

For recoupment related to a financial restatement, the recoupment may be: (i) in whole with respect to a covered person if due to such person's misconduct; or (ii) if no misconduct occurred, the amount in excess of that which would have been paid, earned or accrued under the restated financial statements during the three-year period preceding the filing of the restatement. It is at the discretion of the Committee to determine whether and to the extent recoupment is triggered as a result of Detrimental Activity. As further described in the Recoupment Policy, and subject to applicable law, compensation subject to the Recoupment Policy may be recovered by reduction, cancellation, termination, forfeiture or otherwise, of such compensation.

### **Item 9.01 Financial Statements and Exhibits**

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	<a href="#">Amendment No. 1 to Term Loan Credit Agreement, dated as of September 11, 2019, among FirstEnergy Corp., as borrower, the banks named therein and The Bank of Nova Scotia, as administrative agent</a>
10.2	<a href="#">Amendment No. 1 to Term Loan Credit Agreement, dated as of September 11, 2019, among FirstEnergy Corp., as borrower, the banks named therein and JPMorgan Chase Bank, N.A., as administrative agent</a>
104	Cover Page Interactive Data File (the cover page XBRL tags are embedded within the Inline XBRL document)

**Forward-Looking Statements:** This Form 8-K includes forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995 based on information currently available to management. Unless the context requires otherwise, as used herein, references to “we,” “us,” “our,” and “FirstEnergy” refer to FirstEnergy Corp. Forward-looking statements are subject to certain risks and uncertainties and readers are cautioned not to place undue reliance on these forward-looking statements. These statements include declarations regarding management’s intents, beliefs and current expectations. These statements typically contain, but are not limited to, the terms “anticipate,” “potential,” “expect,” “forecast,” “target,” “will,” “intend,” “believe,” “project,” “estimate,” “plan” and similar words. Forward-looking statements involve estimates, assumptions, known and unknown risks, uncertainties and other factors that may cause actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements, which may include the following: the ability to successfully execute an exit from commodity-based generation, including, without limitation, mitigating exposure for remedial activities associated with formerly owned generation assets; the risks associated with the Chapter 11 bankruptcy proceedings involving FirstEnergy Solutions Corp. (FES), its subsidiaries, and FirstEnergy Nuclear Operating Company (FENOC) (FES Bankruptcy) that could adversely affect us, our liquidity or results of operations, including, without limitation, that conditions to the FES Bankruptcy settlement agreement may not be met or that the FES Bankruptcy settlement agreement may not be otherwise consummated, and if so, the potential for litigation and payment demands against us by FES or FENOC or their creditors; the ability to accomplish or realize anticipated benefits from strategic and financial goals, including, but not limited to, our strategy to operate and grow as a fully regulated business, to execute our transmission and distribution investment plans, to continue to reduce costs through FE Tomorrow, which is the FirstEnergy initiative launched in late 2016 to identify our optimal organization structure and properly align corporate costs and systems to efficiently support FirstEnergy as a fully regulated company going forward, and other initiatives, and to improve our credit metrics, strengthen our balance sheet and grow earnings; legislative and regulatory developments including, but not limited to, matters related to rates, compliance and enforcement activity; economic and weather conditions affecting future operating results, such as significant weather events and other natural disasters, and associated regulatory events or actions; changes in assumptions regarding economic conditions within our territories, the reliability of our transmission and distribution system, or the availability of capital or other resources supporting identified transmission and distribution investment opportunities; changes in customers’ demand for power, including, but not limited to, the impact of change or energy efficiency and peak demand reduction mandates; changes in national and regional economic conditions affecting us and/or our major industrial and commercial customers or others with which we do business; the risks associated with cyber-attacks and other disruptions to our information technology system, which may compromise our operations, and data security breaches of sensitive data, intellectual property and proprietary or personally identifiable information; the ability to comply with applicable reliability standards and energy efficiency and peak demand reduction mandates; changes to environmental laws and regulations, including, but not limited to, those related to climate change; changing market conditions affecting the measurement of certain liabilities and the value of assets held in our pension trusts and other trust funds, or causing us to make contributions sooner, or in amounts that are larger, than currently anticipated; the risks associated with the decommissioning of our retired and former nuclear facilities; the risks and uncertainties associated with litigation, arbitration, mediation and like proceedings; labor disruptions by our unionized workforce; changes to significant accounting policies; any changes in tax laws or regulations, including the Tax Cuts and Jobs Act, or adverse tax audit results or rulings; the ability to access the public securities and other capital and credit markets in accordance with our financial plans, the cost of such capital and overall condition of the capital and credit markets affecting us; actions that may be taken by credit rating agencies that could negatively affect either our access to or terms of financing or our financial condition and liquidity; and the risks and other factors discussed from time to time in FirstEnergy’s Securities and Exchange Commission (SEC) filings. Dividends declared from time to time on FirstEnergy’s common stock during any period may in the aggregate vary from prior periods due to circumstances considered by FirstEnergy’s Board of Directors at the time of the actual declarations. A security rating is not a recommendation to buy or hold securities and is subject to revision or withdrawal at any time by the assigning rating agency. Each rating should be evaluated independently of any other rating. These forward-looking statements are also qualified by, and should be read together with, the risk factors included in FirstEnergy’s filings with the SEC, including but not limited

to the most recent Annual Report on Form 10-K, Quarterly Report on Form 10-Q, and any subsequent Quarterly Reports on Form 10-Q and Current Reports on Form 8-K. The foregoing review of factors also should not be construed as exhaustive. New factors emerge from time to time, and it is not possible for management to predict all such factors, nor assess the impact of any such factor on FirstEnergy's business or the extent to which any factor, or combination of factors, may cause results to differ materially from those contained in any forward-looking statements. FirstEnergy expressly disclaims any obligation to update or revise, except as required by law, any forward-looking statements contained herein or in the information incorporated by reference as a result of new information, future events or otherwise.



*as Borrower,*

**THE LENDERS NAMED HEREIN,**

*as Lenders,*

**THE BANK OF NOVA SCOTIA,**

*as Administrative Agent,*

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**AMENDMENT NO. 1 TO  
TERM LOAN CREDIT AGREEMENT**

This AMENDMENT NO. 1, dated as of September 11, 2019 (this “*Amendment*”), to the Existing Credit Agreement referred to below, is entered into by and among FirstEnergy Corp. (“*FE*” or the “*Borrower*”), the banks and other financial institutions (the “*Lenders*”) listed on the signature pages hereof and The Bank of Nova Scotia (“*Scotiabank*”), as Administrative Agent (in such capacity, the “*Administrative Agent*”) for the Lenders hereunder.

**PRELIMINARY STATEMENTS**

1. The Borrower, the Lenders (other than the New Lenders (as hereinafter defined)) and the Administrative Agent are parties to that certain Term Loan Credit Agreement, dated as of October 19, 2018 (the “*Existing Credit Agreement*”, as amended by this Amendment, the “*Amended Agreement*”, and as the Amended Agreement may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”). Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Amended Agreement.

2. The Borrower desires to amend the Existing Credit Agreement in certain particulars, including, without limitation, to extend the Maturity Date to September 9, 2020.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

**SECTION 1. *Amendments to Existing Credit Agreement.*** The Existing Credit Agreement is, effective as of the date hereof and subject to the satisfaction or waiver of the conditions precedent set forth in Section 3 hereof, hereby amended as follows:

(a) The definition of “*Disclosure Documents*” contained in Section 1.01 of the Existing Credit Agreement is hereby amended and restated in its entirety to read as follows:

“*Disclosure Documents*” means FE’s Annual Report on Form 10-K for the year ended December 31, 2018, Quarterly Reports on Form 10-Q for the fiscal quarters ended March 31, 2019 and June 30, 2019, and Current Reports on Form 8 K filed in 2019 and prior to September 10, 2019.

(b) The definition of “*Maturity Date*” contained in Section 1.01 of the Existing Credit Agreement is hereby amended and restated in its entirety to read as follows:

“*Maturity Date*” means September 9, 2020 or the earlier date of termination of the Commitments or acceleration of the maturity of the Advances pursuant to Section 6.01 hereof.

**SECTION 2. *Exiting Lender Assignments; New Lenders; Reallocation of Outstanding Advances.***

(a) (i) Each Lender listed on Schedule I attached hereto (each, an “**Exiting Lender**”) desires to assign all of its rights and obligations as a Lender under the Credit Agreement to certain of the other Lenders (each, an “**Assignee Lender**”) and to no longer be a party to the Credit Agreement, (ii) each of Royal Bank of Canada and Morgan Stanley Bank, N.A. (collectively, the “**New Lenders**”) hereby commits to purchase by assignment from certain of the other Lenders (each, an “**Assignor Lender**”) the outstanding principal amount of the Advances of the Assignor Lenders in an amount equal to the principal amount set forth opposite the name of such New Lender in Schedule II attached hereto, together with all related rights and obligations of the Assignor Lenders under the Credit Agreement to the extent related to such purchased Advances, and (iii) the Lenders agree to reallocate their respective outstanding Advances, such that the outstanding Advances of the Lenders shall be as set forth in Schedule II attached hereto, in order to permit one or more of the Lenders to increase their outstanding Advances under the Credit Agreement (together with each Assignee Lender, each an “**Increasing Lender**”), in each case, on and as of the Amendment Effective Date (as hereinafter defined). Each of the Administrative Agent, the Lenders and the Borrower consents to (w) the reallocation of the outstanding Advances as set forth on Schedule II attached hereto, (x) each Exiting Lender’s assignment of its rights and obligations under the Credit Agreement to the Assignee Lenders, (y) each New Lender’s purchase by assignment from the Assignor Lenders of a portion of the outstanding Advances under the Existing Credit Agreement pursuant to clause (ii) above, and (z) the increase of each Increasing Lender’s outstanding Advances under the Credit Agreement, in each case, to the extent needed to achieve the allocation of the outstanding Advances among the Lenders as set forth on Schedule II attached hereto.

(b) As of the Amendment Effective Date and after giving effect to the assignment and reallocation of outstanding Advances pursuant to subsection (a) above and the prepayment of the outstanding principal amount of the Advances pursuant to Section 3(c) hereof, (i) the outstanding Advances of the Lenders shall be as set forth on Schedule II attached hereto, (ii) each Exiting Lender shall no longer (A) have any outstanding Advances under the Credit Agreement, (B) be a Lender under the Credit Agreement or (C) have any rights or obligations with respect to being a Lender, except for those that expressly survive termination of the Credit Agreement or the repayment of all amounts owing to the Lenders and the Administrative Agent under the Credit Agreement and any Notes, and (iii) each New Lender shall constitute a “Lender” for all purposes under the Loan Documents and shall be bound by the provisions of the Credit Agreement as a Lender thereunder.

(c) Notwithstanding anything in the Credit Agreement or any other Loan Document to the contrary, the reallocation of the outstanding Advances among the Lenders pursuant to this Section 2, including the assignment by each Exiting Lender of its rights and obligations under the Credit Agreement to the Assignee Lenders and each New Lender’s purchase by assignment from the Assignor Lenders of a portion of the outstanding Advances under the Existing Credit Agreement pursuant to subsection (a)(ii) above, shall be deemed (i) to be assignments made subject to and in compliance with Section 8.08(b) of the Credit Agreement and (ii) to have been consummated pursuant to the terms of an Assignment and Assumption in the form attached as Exhibit A to the Credit Agreement (including, without limitation, the “Standard Terms and Conditions for

Assignment and Assumption” set forth in Annex 1 to such Assignment and Assumption) as if such Lenders, each Exiting Lender and each New Lender had executed an Assignment and Assumption with respect to such reallocation. The Administrative Agent hereby waives the processing and recordation fees required to be paid to the Administrative Agent pursuant to Section 8.08(b)(iv) of the Credit Agreement with respect to the assignments and reallocations contemplated by this Section 2.

(d) Each Exiting Lender joins in the execution of this Amendment solely for purposes of acknowledging and consenting to the assignment and reallocation of its outstanding Advances under the Credit Agreement. Concurrently with the effectiveness of this Amendment, each Exiting Lender shall have received payment in full of all amounts owing to it under the Credit Agreement.

(e) Each New Lender (i) represents and warrants that (A) it has full power and authority, and has taken all action necessary, to execute and deliver this Amendment and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (B) it meets all the requirements to be an assignee under Section 8.08(b)(iii), (v) and (vi) of the Credit Agreement (subject to such consents, if any, as may be required under Section 8.08(b)(iii) of the Credit Agreement), (C) from and after the Amendment Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of interests assigned to it hereunder, shall have the obligations of a Lender thereunder, (D) it is sophisticated with respect to decisions to acquire assets of the type represented by the Advances and either it, or the Person exercising discretion in making its decision to acquire the Advances from the Assignor Lenders hereunder, is experienced in acquiring assets of such type, (E) it has received a copy of the Credit Agreement, and has received or has been accorded the opportunity to receive copies of the most recent financial statements delivered pursuant to Section 5.01(g) thereof, as applicable, and such other documents and information as it deems appropriate to make its own credit analysis and decision to enter into this Amendment and to purchase the Advances from the Assignor Lenders pursuant to the terms hereof, (F) it has, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Amendment and to purchase such Advances, and (G) if it is not a U.S. Person, it has delivered to the Administrative Agent and the Borrower any documentation required to be delivered by it pursuant to the terms of the Credit Agreement (including pursuant to Section 2.13(g) of the Credit Agreement), duly completed and executed by such New Lender; (ii) appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers under the Loan Documents as are delegated to the Administrative Agent by the terms thereof, together with such powers as are reasonably incidental thereto; and (iii) agrees that (A) it will, independently and without reliance on the Administrative Agent, any Assignor Lender or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (B) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender. The Domestic Lending Office and Eurodollar Lending Office of each New Lender are set forth on its signature page to this Amendment.

### **SECTION 3. *Conditions to Effectiveness.***

This Amendment shall become effective as of the date first above written (the “***Amendment Effective Date***”) when, and only when, the following conditions have been satisfied (or waived by the Administrative Agent and the Lenders party hereto in their sole discretion):

(a) The Administrative Agent shall have received, in immediately available funds, (i) for the account of the Lenders (other than the New Lenders), all unpaid interest that is accrued to but excluding the Amendment Effective Date under the Existing Credit Agreement and (ii) to the extent invoiced at least two days prior to the Amendment Effective Date, reimbursement or payment of all reasonable out-of-pocket costs and expenses of the Administrative Agent (including, but not limited to, the reasonable fees and expenses of counsel to the Administrative Agent) required to be reimbursed or paid by the Borrower hereunder or under any other Loan Document.

(b) The Administrative Agent shall have received the following documents, each document being dated the date of receipt thereof by the Administrative Agent (which date shall be the same for all such documents, except as otherwise specified below), in form and substance satisfactory to the Administrative Agent:

(i) either (A) counterparts of this Amendment duly executed by each of the Borrower, the Lenders and the Administrative Agent or (B) written evidence satisfactory to the Administrative Agent (which may include telecopy or other electronic transmission of a signed signature page of this Amendment) that such parties have signed counterparts of this Amendment;

(ii) Notes requested by any Lender pursuant to Section 2.15(d) of the Amended Agreement, duly completed and executed by the Borrower and payable to such Lender;

(iii) certified copies of (A) the resolutions of the Board of Directors of the Borrower approving this Amendment (including, without limitation, the extension of the Maturity Date), the Amended Agreement and the other Loan Documents being executed and delivered in connection with this Amendment to which the Borrower is, or is to be, a party and (B) all documents evidencing any other necessary corporate action with respect to this Amendment (including, without limitation, the extension of the Maturity Date), the Amended Agreement and such other Loan Documents;

(iv) good standing certificates with respect to the Borrower issued no earlier than fifteen (15) days prior to the Amendment Effective Date;

(v) a certificate of the Secretary or an Assistant Secretary of the Borrower certifying (A) the names and true signatures of the officers of the Borrower authorized to sign this Amendment and each other Loan Document being executed and delivered in connection with this Amendment to which the Borrower is, or is to become, a party and the other documents to be delivered hereunder, (B) that attached thereto are true and correct copies of the Organizational Documents of the Borrower, in each case as in effect on such date, and (C) that there is no Governmental Action required for the due execution, delivery

and performance by the Borrower of this Amendment, the Amended Agreement and each other Loan Document being executed and delivered in connection with this Amendment to which the Borrower is, or is to become, a party;

(vi) copies of all the Disclosure Documents (it being agreed that those Disclosure Documents publicly available on the SEC's EDGAR Database or on FE's website no later than the Business Day immediately preceding the Amendment Effective Date will be deemed to have been delivered under this clause (vi));

(vii) an opinion of Jones Day, special counsel for the Borrower;

(viii) a certificate of an Authorized Officer of the Borrower (the statements in which shall be true) certifying that, both before and after giving effect to this Amendment (including, without limitation, the extension of the Maturity Date), (A) no event has occurred and is continuing that constitutes an Event of Default or an Unmatured Default and (B) all representations and warranties of the Borrower contained in the Amended Agreement and each other Loan Document to which the Borrower is a party are true and correct in all material respects (or, in the case of any such representation or warranty already qualified by "Material Adverse Effect" or any other materiality qualification, true and correct in all respects) on and as of the Amendment Effective Date, as though made on and as of such date (other than any such representation or warranty that by its terms refers to a specific date, in which case such representation and warranty shall be true and correct in all material respects (or, in the case of any such representation or warranty already qualified by "Material Adverse Effect" or any other materiality qualification, true and correct in all respects) as of such specific date); and

(ix) such other certifications, opinions, financial or other information, approvals and documents as the Administrative Agent or any Lender may have reasonably requested at least one (1) Business Day prior to the Amendment Effective Date, all in form and substance satisfactory to the Administrative Agent or such Lender (as the case may be).

(c) On the Amendment Effective Date, the Borrower shall have prepaid the outstanding principal amount of the Advances in an amount equal to \$250,000,000. In connection with such prepayment, the Administrative Agent and the Lenders hereby waive the requirement for delivery of a Notice of Prepayment pursuant to Section 2.09 of the Existing Credit Agreement.

(d) The Administrative Agent shall have received all documentation and information required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including, without limitation, the Patriot Act and the Beneficial Ownership Regulation, to the extent such documentation or information is requested by the Administrative Agent on behalf of any Lender prior to the Amendment Effective Date.

#### **SECTION 4. *Representations and Warranties.***

The Borrower represents and warrants as follows:

(a) ***Due Authorization.*** The execution, delivery and performance by it of this Amendment and each other Loan Document being executed and delivered in connection with this Amendment to which the Borrower is, or is to become, a party, and the performance by the Borrower of the Amended Agreement, have been duly authorized by all necessary corporate action on its part and do not, and will not, require the consent or approval of its shareholders or members, as the case may be, other than such consents and approvals as have been duly obtained, given or accomplished.

(b) ***No Violation, Etc.*** Neither the execution, delivery or performance by it of this Amendment or any other Loan Document being executed and delivered in connection with this Amendment to which it is, or is to become, a party, nor the consummation by it of the transactions contemplated hereby or thereby, nor compliance by it with the provisions hereof or thereof, nor the performance by it of the Amended Agreement, contravenes or will contravene, or results or will result in a breach of, any of the provisions of its Organizational Documents, any Applicable Law, or any indenture, mortgage, deed of trust, lease, license or any other agreement or instrument to which it or any of its Subsidiaries is party or by which its property or the property of any of its Subsidiaries is bound, or results or will result in the creation or imposition of any Lien upon any of its property or the property of any of its Subsidiaries, except to the extent such contravention or breach, or the creation or imposition of any such Lien, individually or in the aggregate, has not had and would not reasonably be expected to have a Material Adverse Effect with respect to the Borrower.

(c) ***Governmental Actions.*** No Governmental Action is or will be required in connection with (i) the execution, delivery or performance by it of, or the consummation by it of the transactions contemplated by, this Amendment or any other Loan Document being executed and delivered in connection with this Amendment to which it is, or is to become, a party, or (ii) the performance by it of the Amended Agreement.

(d) ***Execution and Delivery.*** This Amendment and the other Loan Documents being executed and delivered in connection with this Amendment to which it is, or is to become, a party have been or will be (as the case may be) duly executed and delivered by it, and each of this Amendment and the Amended Agreement is, and upon execution and delivery thereof each such other Loan Document will be, the legal, valid and binding obligation of it enforceable against it in accordance with its terms, *subject, however*, to the application by a court of general principles of equity and to the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally.

(e) ***Financial Statements.*** The consolidated balance sheets of the Borrower and its Subsidiaries, as at December 31, 2018, and the related consolidated statements of income, retained earnings and cash flows of the Borrower and its Subsidiaries, certified by PricewaterhouseCoopers LLP, independent public accountants, and the unaudited consolidated balance sheet of the Borrower and its Subsidiaries, as at June 30, 2019, and the related consolidated statements of income, retained earnings and cash flows of the Borrower and its Subsidiaries, for the six months then ended, copies

of which have been furnished to each Lender, in all cases as amended and restated to the date hereof, present fairly in all material respects the consolidated financial position of the Borrower and its Subsidiaries as at the indicated dates and the consolidated results of the operations of the Borrower and its Subsidiaries for the periods ended on the indicated dates, all in accordance with GAAP consistently applied (in the case of such statements that are unaudited, subject to year-end adjustments and the exclusion of detailed footnotes).

(f) **No Material Misstatements.** The reports, financial statements and other written information furnished by or on behalf of the Borrower to the Administrative Agent or any Lender pursuant to or in connection with this Amendment and the transactions contemplated hereby, when taken together with the Disclosure Documents, do not contain, when taken as a whole, any untrue statement of a material fact and do not omit, when taken as a whole, to state any fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading in any material respect.

(g) **Litigation.** There are no actions, suits or proceedings by or before any arbitrator or Governmental Authority pending against or, to the knowledge of the Borrower, threatened against the Borrower or any of its Subsidiaries that involve this Amendment, the Amended Agreement or any other Loan Document.

(h) **No Default.** No Unmatured Default or Event of Default has occurred and is continuing or would occur as a result of (i) the execution, delivery or performance by the Borrower of this Amendment or any other Loan Document being executed and delivered in connection with this Amendment to which it is, or is to become, a party or (ii) the performance by the Borrower of the Amended Agreement.

#### **SECTION 5. *Reference to and Effect on the Credit Agreement and the Other Loan Documents.***

(a) Except as expressly amended hereby, all of the representations, warranties, terms, covenants and conditions of the Credit Agreement and the other Loan Documents shall remain in full force and effect in accordance with their respective terms and are hereby in all respects ratified and confirmed. The amendments set forth herein shall be limited precisely as provided for herein and shall not be deemed to be a waiver of, amendment of, consent to departure from or modification of any term or provision of the Loan Documents or any other document or instrument referred to therein or of any transaction or further or future action on the part of the Borrower requiring the consent of the Administrative Agent or the Lenders except to the extent specifically provided for herein. Except as expressly set forth herein, the Administrative Agent and the Lenders have not and shall not be deemed to have waived any of their respective rights and remedies against the Borrower for any existing or future Unmatured Default or Event of Default. The Administrative Agent and the Lenders reserve the right to insist on strict compliance with the terms of the Credit Agreement and the other Loan Documents, and the Borrower expressly acknowledges such reservation of rights. Any future or additional amendment of any provision of the Credit Agreement or any other Loan Document shall be effective only if set forth in a writing separate and distinct from this Amendment and executed by the appropriate parties in accordance with the terms thereof.

(b) Upon the effectiveness of this Amendment: (i) each reference in the Existing Credit Agreement to “this Agreement”, “hereunder”, “hereof” or words of like import referring to the Existing Credit Agreement shall mean and be a reference to the Amended Agreement; and (ii) each reference in any other Loan Document to “the Credit Agreement”, “thereunder”, “thereof” or words of like import referring to the Existing Credit Agreement shall mean and be a reference to the Amended Agreement. This Amendment shall constitute a “Loan Document” for all purposes under the Credit Agreement and the other Loan Documents.

(c) The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of the Lenders or the Administrative Agent under the Existing Credit Agreement or any other Loan Document, nor constitute a waiver of any provision of the Existing Credit Agreement or any other Loan Document.

#### **SECTION 6. *Costs and Expenses.***

The Borrower agrees to pay on demand all reasonable out-of-pocket costs and expenses incurred by the Administrative Agent in connection with the preparation, execution, delivery, syndication and administration of this Amendment and the other documents to be delivered hereunder, including, without limitation, the reasonable fees and out-of-pocket expenses of counsel for the Administrative Agent with respect thereto and with respect to advising the Administrative Agent as to its rights and responsibilities under this Amendment. The Borrower further agrees to pay on demand all reasonable out-of-pocket costs and expenses, if any (including, without limitation, reasonable fees and expenses of counsel), incurred by the Administrative Agent and the Lenders in connection with the enforcement (whether through negotiations, legal proceedings or otherwise) of this Amendment, the Amended Agreement and the other documents to be delivered hereunder, including, without limitation, counsel fees and expenses in connection with the enforcement of rights under this Section.

#### **SECTION 7. *Counterparts.***

This Amendment may be executed in any number of counterparts (and by different parties hereto in separate counterparts), each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument. Delivery of an executed signature page to this Amendment by facsimile or other electronic transmission (including, without limitation, by Adobe portable document format file (also known as a “PDF” file)) shall be as effective as delivery of a manually signed counterpart of this Amendment.

#### **SECTION 8. *Governing Law.***

This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York.

**SECTION 9. *Miscellaneous.***

This Amendment shall be subject to the provisions of Sections 8.05, 8.10, 8.11 and 8.12 of the Credit Agreement, each of which is incorporated by reference herein, *mutatis mutandis*.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

FIRSTENERGY CORP.

By /s/ Steven R. Staub

Name: Steven R. Staub

Title: Vice President and Treasurer

[Signature Page to Amendment No. 1 to FirstEnergy Corp. 364-Day Term Loan Credit Agreement]

THE BANK OF NOVA SCOTIA, as Administrative Agent

By /s/ Clement Yu

Name: Clement Yu

Title: Director

THE BANK OF NOVA SCOTIA, as a Lender

By /s/ Michael Grad

Name: Michael Grad

Title: Director

[Signature Page to Amendment No. 1 to FirstEnergy Corp. 364-Day Term Loan Credit Agreement]

BANK OF AMERICA, N.A., as a Lender

By /s/ Dee Dee Farkas

Name: Dee Dee Farkas

Title: Director

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MIZUHO BANK, LTD., as a Lender

By /s/ Edward Sacks

Name: Edward Sacks

Title: Authorized Signatory

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JPMORGAN CHASE BANK, N.A., as a Lender

By /s/ Amit Gaur  
Name: Amit Gaur  
Title: Vice President

[Signature Page to Amendment No. 1 to FirstEnergy Corp. 364-Day Term Loan Credit Agreement]

PNC BANK, NATIONAL ASSOCIATION, as an Exiting Lender

By /s/ Kelly Miller

Name: Kelly Miller

Title: Vice President

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MUFG BANK, LTD. (formerly known as The Bank of Tokyo-Mitsubishi UFJ, Ltd.), as a Lender

By /s/ Chi-Cheng Chen  
Name: Chi-Cheng Chen  
Title: Director

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CITIBANK, N.A., as a Lender

By /s/ Richard D. Rivera  
Name: Richard Rivera  
Title: Vice President

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BARCLAYS BANK PLC, as a Lender

By /s/ Sydney G. Dennis  
Name: Sydney G. Dennis  
Title: Director

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CANADIAN IMPERIAL BANK OF  
COMMERCE, NEW YORK BRANCH, as an Exiting Lender

By /s/ Anju Abraham  
Name: Anju Abraham  
Title: Authorized Signatory

By /s/ Robert Casey  
Name: Robert Casey  
Title: Authorized Signatory

[Signature Page to Amendment No. 1 to FirstEnergy Corp. 364-Day Term Loan Credit Agreement]

SUMITOMO MITSUI BANKING  
CORPORATION, as a Lender

By /s/ Michael Maguire  
Name: Michael Maguire  
Title: Executive Director

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TD BANK, N.A., as a Lender

By /s/ Shannon Batchman

Name: Shannon Batchman

Title: Senior Vice President

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U.S. BANK NATIONAL ASSOCIATION, as a Lender

By /s/ Michael E. Temnick  
Name: Michael E. Temnick  
Title: Vice President

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KEYBANK NATIONAL ASSOCIATION, as a Lender

By /s/ Renee M. Bonnell  
Name: Renee M. Bonnell  
Title: Senior Vice President

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SANTANDER BANK, N.A., as a Lender

By /s/ Andres Barbosa  
Name: Andres Barbosa  
Title: Executive Director

By /s/ Daniel Kostman  
Name: Daniel Kostman  
Title: Executive Director

[Signature Page to Amendment No. 1 to FirstEnergy Corp. 364-Day Term Loan Credit Agreement]

FIFTH THIRD BANK, as a Lender

By /s/ William Merritt

Name: William Merritt

Title: Director II

[Signature Page to Amendment No. 1 to FirstEnergy Corp. 364-Day Term Loan Credit Agreement]

INDUSTRIAL AND COMMERCIAL BANK OF CHINA LIMITED, NEW YORK BRANCH, as a Lender

By /s/ Christopher McKay  
Name: Christopher McKay  
Title: Director

By /s/ Pinyen Shih  
Name: Pinyen Shih  
Title: Executive Director

[Signature Page to Amendment No. 1 to FirstEnergy Corp. 364-Day Term Loan Credit Agreement]

THE BANK OF NEW YORK MELLON, as an Exiting Lender

By /s/ Richard K. Fronapfel, Jr.

Name: Richard K. Fronapfel, Jr.

Title: Director

[Signature Page to Amendment No. 1 to FirstEnergy Corp. 364-Day Term Loan Credit Agreement]

CITIZENS BANK, N.A., as a Lender

By /s/ Stephen A. Maenhout  
Name: Stephen A. Maenhout  
Title: Senior Vice President

[Signature Page to Amendment No. 1 to FirstEnergy Corp. 364-Day Term Loan Credit Agreement]

THE HUNTINGTON NATIONAL BANK, as an Exiting Lender

By /s/ Brian H. Gallagher  
Name: Brian H. Gallagher  
Title: Senior Vice President

[Signature Page to Amendment No. 1 to FirstEnergy Corp. 364-Day Term Loan Credit Agreement]

FIRST NATIONAL BANK OF PENNSYLVANIA,  
as a Lender

By /s/ Robert E. Heuler  
Name: Robert E. Heuler  
Title: Vice President

[Signature Page to Amendment No. 1 to FirstEnergy Corp. 364-Day Term Loan Credit Agreement]

ROYAL BANK OF CANADA, as a New Lender

By /s/ Justin Painter

Name: Justin Painter

Title: Authorized Signatory

Domestic Lending Office:

200 Vesey Street  
5<sup>th</sup> Floor  
New York, NY 10281

Eurodollar Lending Office:

200 Vesey Street  
5<sup>th</sup> Floor  
New York, NY 10281

[Signature Page to Amendment No. 1 to FirstEnergy Corp. 364-Day Term Loan Credit Agreement]

MORGAN STANLEY BANK, N.A., as a New Lender

By /s/ Michael King

Name: Michael King

Title: Authorized Signatory

Domestic Lending Office:

Morgan Stanley Loan Servicing  
1300 Thames Street Wharf, 4th floor  
Baltimore, MD 21231

Eurodollar Lending Office:

Morgan Stanley Loan Servicing  
1300 Thames Street Wharf, 4th floor  
Baltimore, MD 21231

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**Exiting Lenders**

1. The Huntington National Bank
2. PNC Bank, National Association
3. Canadian Imperial Bank of Commerce, New York Branch
4. The Bank of New York Mellon

## List of Outstanding Advances as of the Amendment Effective Date

<b><u>Lender</u></b>	<b><u>Outstanding Advances</u></b>
Bank of America, N.A.	\$20,500,000.00
Mizuho Bank, Ltd.	\$65,000,000.00
JPMorgan Chase Bank, N.A.	\$65,000,000.00
PNC Bank, National Association	\$0.00
MUFG Bank, Ltd.	\$95,000,000.00
The Bank of Nova Scotia	\$65,000,000.00
Citibank, N.A.	\$95,000,000.00
Barclays Bank PLC	\$65,000,000.00
Canadian Imperial Bank of Commerce, New York Branch	\$0.00
Sumitomo Mitsui Banking Corporation	\$43,085,713.87
TD Bank, N.A.	\$65,000,000.00
U.S. Bank National Association	\$70,000,000.00
KeyBank National Association	\$70,000,000.00
Santander Bank, N.A.	\$57,142,857.14
Fifth Third Bank	\$35,700,000.00
Industrial and Commercial Bank of China Limited, New York Branch	\$35,714,285.71
The Bank of New York Mellon	\$0.00
Citizens Bank, N.A.	\$35,714,285.71
First National Bank of Pennsylvania	\$10,000,000.00
Royal Bank of Canada	\$53,571,429.00
Morgan Stanley Bank, N.A.	\$53,571,428.57
<b>TOTAL</b>	<b><u>\$1,000,000,000.00</u></b>

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### Section 3: EX-10.2 (EXHIBIT 10.2)

Exhibit 10.2

EXECUTION VERSION

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**AMENDMENT NO. 1 TO TERM LOAN CREDIT AGREEMENT**

dated as of September 11, 2019

among

**FIRSTENERGY CORP.,**

*as Borrower,*

**THE LENDERS NAMED HEREIN,**

*as Lenders,*

**JPMORGAN CHASE BANK, N.A.,**

*as Administrative Agent,*

---

**AMENDMENT NO. 1 TO  
TERM LOAN CREDIT AGREEMENT**

This AMENDMENT NO. 1, dated as of September 11, 2019 (this “*Amendment*”), to the Existing Credit Agreement referred to below, is entered into by and among FirstEnergy Corp. (“*FE*” or the “*Borrower*”), the banks and other financial institutions (the “*Lenders*”) listed on the signature pages hereof and JPMorgan Chase Bank, N.A. (“*JPMorgan*”), as Administrative Agent (in such capacity, the “*Administrative Agent*”) for the Lenders hereunder.

**PRELIMINARY STATEMENTS**

1. The Borrower, the Lenders (other than the New Lenders (as hereinafter defined)) and the Administrative Agent are parties to that certain Term Loan Credit Agreement, dated as of October 19, 2018 (the “*Existing Credit Agreement*”, as amended by this Amendment, the “*Amended Agreement*”, and as the Amended Agreement may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”). Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Amended Agreement.

2. The Borrower desires to amend the Existing Credit Agreement in certain particulars, including, without limitation, to extend the Maturity Date to September 11, 2021.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

**SECTION 1. *Amendments to Existing Credit Agreement.*** The Existing Credit Agreement is, effective as of the date hereof and subject to the satisfaction or waiver of the conditions precedent set forth in Section 3 hereof, hereby amended as follows:

(a) The definition of “*Advance*” contained in Section 1.01 of the Existing Credit Agreement is hereby amended and restated in its entirety to read as follows:

“*Advance*” means an advance by a Lender to the Borrower as part of a Borrowing pursuant to Section 2.01 or pursuant to Section 2(a) of Amendment No. 1 and refers to an Alternate Base Rate Advance or a Eurodollar Rate Advance, subject to Conversion pursuant to Section 2.07 or 2.08.

(b) The definition of “*Borrowing*” contained in Section 1.01 of the Existing Credit Agreement is hereby amended and restated in its entirety to read as follows:

“*Borrowing*” means a borrowing consisting of simultaneous Advances of the same Type (i) made by each of the Lenders pursuant to Section 2.01 or by any Lender pursuant to Section 2(a) of Amendment No. 1 or (ii) Converted pursuant to Section 2.07, 2.08 or 2.11.

(c) The definition of “*Disclosure Documents*” contained in Section 1.01 of the Existing Credit Agreement is hereby amended and restated in its entirety to read as follows:

“*Disclosure Documents*” means FE’s Annual Report on Form 10-K for the year ended December 31, 2018, Quarterly Reports on Form 10-Q for the fiscal quarters ended March 31, 2019 and June 30, 2019, and Current Reports on Form 8 K filed in 2019 and prior to September 10, 2019.

(d) The definition of “*Maturity Date*” contained in Section 1.01 of the Existing Credit Agreement is hereby amended and restated in its entirety to read as follows:

“*Maturity Date*” means September 11, 2021 or the earlier date of termination of the Commitments or acceleration of the maturity of the Advances pursuant to Section 6.01 hereof.

(e) The following definition is hereby added to Section 1.01 of the Existing Credit Agreement in the appropriate alphabetical order:

“*Amendment No. 1*” means Amendment No. 1, dated as of September 11, 2019, by and among the Borrower, the Lenders party thereto and the Administrative Agent, which Amendment No. 1 amended this Agreement pursuant to the terms thereof.

**SECTION 2. *Amendment Effective Date Advances; Exiting Lender Assignments; Reallocation of Outstanding Advances; Joinder of New Lenders.***

(a) On the Amendment Effective Date (as hereinafter defined), subject to the satisfaction or waiver of the conditions precedent set forth in Section 3 hereof, each of Royal Bank of Canada (“*RBC*”), Barclays Bank PLC (“*Barclays*”), Morgan Stanley Bank, N.A. (“*Morgan Stanley*”), and together with RBC and Barclays being referred to herein, collectively, as the “*New Lenders*”) and the other Lenders listed on Schedule I attached hereto (the New Lenders and such other Lenders are referred to herein, collectively, as the “*Incremental Advance Lenders*”) severally agrees to make Advances (the “*Amendment Effective Date Advances*”) to the Borrower in Dollars in an aggregate amount equal to the amount set forth opposite its name under the caption “*Amount of Amendment Effective Date Advance*” on Schedule I attached hereto. Each Incremental Advance Lender shall, before 1:00 p.m. (New York time) on the Amendment Effective Date, make available for the account of its Applicable Lending Office to the Administrative Agent at its address referred to in Section 8.02 of the Credit Agreement, in same day funds, its Amendment Effective Date Advances. After the Administrative Agent’s receipt of such funds and upon fulfillment of the applicable conditions set forth in Section 3 hereof, the Administrative Agent will make such funds available to the Borrower at the Administrative Agent’s aforesaid address. The provisions of Section 2.02 of the Credit Agreement shall apply to the Amendment Effective Date Advances, which provisions are incorporated by reference herein, *mutatis mutandis*. The Amendment Effective Date Advances shall constitute, and be treated as, “Advances” for all purposes of the Credit Agreement and the other Loan Documents and shall be subject to the provisions thereof.

(b) (i) Each Lender listed on Schedule II attached hereto (each, an “*Exiting Lender*”) desires to assign all of its rights and obligations as a Lender under the Credit Agreement to certain of the other Lenders (each, an “*Assignee Lender*”) and to no longer be a party to the Credit Agreement, and (ii) the Lenders agree to reallocate their respective outstanding Advances, such that the outstanding Advances of the Lenders shall be as set forth in Schedule III attached hereto, in order to permit one or more of the Lenders to increase their outstanding Advances under the Credit Agreement (together with each Incremental Advance Lender and Assignee Lender, each an “*Increasing Lender*”), in each case, on and as of the Amendment Effective Date. Each of the Administrative Agent, the Lenders and the Borrower consents to (A) the Amendment Effective Date Advances made by the Incremental Advance Lenders pursuant to subsection (a) above, (B) the reallocation of the outstanding Advances as set forth on Schedule III attached hereto, (C) each Exiting Lender’s assignment of its rights and obligations under the Credit Agreement to the Assignee Lenders, and (D) the increase of each Increasing Lender’s outstanding Advances under the Credit Agreement, in each case, to the extent needed to achieve the allocation of the outstanding Advances among the Lenders as set forth on Schedule III attached hereto.

(c) As of the Amendment Effective Date and after giving effect to the Amendment Effective Date Advances made pursuant to subsection (a) above and the assignment and reallocation of outstanding Advances pursuant to subsection (b) above, (i) the outstanding Advances of the Lenders shall be as set forth on Schedule III attached hereto, (ii) each Exiting Lender shall no longer (A) have any outstanding Advances under the Credit Agreement, (B) be a Lender under the Credit Agreement or (C) have any rights or obligations with respect to being a Lender, except for those that expressly survive termination of the Credit Agreement or the repayment of all amounts owing to the Lenders and the Administrative Agent under the Credit Agreement and any Notes, and (iii) each of the New Lenders shall constitute a “Lender” for all purposes under the Loan Documents and shall be bound by the provisions of the Credit Agreement as a Lender thereunder.

(d) Notwithstanding anything in the Credit Agreement or any other Loan Document to the contrary, the reallocation of the outstanding Advances among the Lenders pursuant to this Section 2, including the assignment by each Exiting Lender of its rights and obligations under the Credit Agreement to the Assignee Lenders, shall be deemed (i) to be assignments made subject to and in compliance with Section 8.08(b) of the Credit Agreement and (ii) to have been consummated pursuant to the terms of an Assignment and Assumption in the form attached as Exhibit A to the Credit Agreement (including, without limitation, the “Standard Terms and Conditions for Assignment and Assumption” set forth in Annex 1 to such Assignment and Assumption) as if such Lenders, each Exiting Lender and each New Lender had executed an Assignment and Assumption with respect to such reallocation. The Administrative Agent hereby waives the processing and recordation fees required to be paid to the Administrative Agent pursuant to Section 8.08(b)(iv) of the Credit Agreement with respect to the assignments and reallocations contemplated by this Section 2.

(e) Each Exiting Lender joins in the execution of this Amendment solely for purposes of acknowledging and consenting to the assignment and reallocation of its outstanding Advances under the Credit Agreement. Concurrently with the effectiveness of this Amendment, each Exiting Lender shall have received payment in full of all amounts owing to it under the Credit Agreement.

(f) Each of the Borrower and the Administrative Agent consents to the joinder of each New Lender as a Lender under the Credit Agreement. From and after the Amendment Effective Date, each New Lender shall be a party to the Credit Agreement, entitled to all rights, powers and privileges, and subject to all obligations, of a Lender thereunder, including without limitation (i) the right to receive all payments made by the Borrower in respect of the Advances made by such New Lender, whether on account of principal, interest, fees, indemnities in respect of claims arising after the date hereof, increased costs, additional amounts or otherwise, (ii) the right to vote and to instruct the Administrative Agent under the Credit Agreement according to its Percentage, (iii) the right to set-off and to appropriate and apply deposits of the Borrower as set forth in the Credit Agreement and (iv) the right to receive notices, requests, demands and other communications. The Domestic Lending Office and Eurodollar Lending Office of each New Lender are set forth on its signature page to this Amendment.

(g) Each New Lender (i) represents and warrants that (A) it has full power and authority, and has taken all action necessary, to execute and deliver this Amendment and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (B) from and after the Amendment Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder, (C) it has received a copy of the Credit Agreement, and has received or has been accorded the opportunity to receive copies of the most recent financial statements delivered pursuant to Section 5.01(g) thereof, as applicable, and such other documents and information as it deems appropriate to make its own credit analysis and decision to enter into this Amendment and to make its Amendment Effective Date Advances pursuant to Section 2(a) hereof, (D) it has, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Amendment and to make such Amendment Effective Date Advances, and (E) if it is not a U.S. Person, it has delivered to the Administrative Agent and the Borrower any documentation required to be delivered by it pursuant to the terms of the Credit Agreement (including pursuant to Section 2.13(g) of the Credit Agreement), duly completed and executed by such New Lender; (ii) appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers under the Loan Documents as are delegated to the Administrative Agent by the terms thereof, together with such powers as are reasonably incidental thereto; and (iii) agrees that (A) it will, independently and without reliance on the Administrative Agent or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (B) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

### **SECTION 3. *Conditions to Effectiveness.***

This Amendment shall become effective as of the date first above written (the “***Amendment Effective Date***”) when, and only when, the following conditions have been satisfied (or waived by the Administrative Agent and the Lenders party hereto in their sole discretion):

(a) The Administrative Agent shall have received, in immediately available funds, (i) for the account of the Lenders (other than the New Lenders), all unpaid interest that is accrued to

but excluding the Amendment Effective Date under the Existing Credit Agreement and (ii) to the extent invoiced at least two days prior to the Amendment Effective Date, reimbursement or payment of all reasonable out-of-pocket costs and expenses of the Administrative Agent (including, but not limited to, the reasonable fees and expenses of counsel to the Administrative Agent) required to be reimbursed or paid by the Borrower hereunder or under any other Loan Document.

(b) The Administrative Agent shall have received the following documents, each document being dated the date of receipt thereof by the Administrative Agent (which date shall be the same for all such documents, except as otherwise specified below), in form and substance satisfactory to the Administrative Agent:

(i) either (A) counterparts of this Amendment duly executed by each of the Borrower, the Lenders and the Administrative Agent or (B) written evidence satisfactory to the Administrative Agent (which may include telecopy or other electronic transmission of a signed signature page of this Amendment) that such parties have signed counterparts of this Amendment;

(ii) Notes requested by any Lender pursuant to Section 2.15(d) of the Amended Agreement, duly completed and executed by the Borrower and payable to such Lender;

(iii) certified copies of (A) the resolutions of the Board of Directors of the Borrower approving this Amendment (including, without limitation, the extension of the Maturity Date), the Amended Agreement and the other Loan Documents being executed and delivered in connection with this Amendment to which the Borrower is, or is to be, a party and (B) all documents evidencing any other necessary corporate action with respect to this Amendment (including, without limitation, the extension of the Maturity Date), the Amended Agreement and such other Loan Documents;

(iv) good standing certificates with respect to the Borrower issued no earlier than fifteen (15) days prior to the Amendment Effective Date;

(v) a certificate of the Secretary or an Assistant Secretary of the Borrower certifying (A) the names and true signatures of the officers of the Borrower authorized to sign this Amendment and each other Loan Document being executed and delivered in connection with this Amendment to which the Borrower is, or is to become, a party and the other documents to be delivered hereunder, (B) that attached thereto are true and correct copies of the Organizational Documents of the Borrower, in each case as in effect on such date, and (C) that there is no Governmental Action required for the due execution, delivery and performance by the Borrower of this Amendment, the Amended Agreement and each other Loan Document being executed and delivered in connection with this Amendment to which the Borrower is, or is to become, a party;

(vi) copies of all the Disclosure Documents (it being agreed that those Disclosure Documents publicly available on the SEC's EDGAR Database or on FE's website no later than the Business Day immediately preceding the Amendment Effective Date will be deemed to have been delivered under this clause (vi));

(vii) an opinion of Jones Day, special counsel for the Borrower;

(viii) a certificate of an Authorized Officer of the Borrower (the statements in which shall be true) certifying that, both before and after giving effect to this Amendment (including, without limitation, the extension of the Maturity Date), (A) no event has occurred and is continuing that constitutes an Event of Default or an Unmatured Default and (B) all representations and warranties of the Borrower contained in the Amended Agreement and each other Loan Document to which the Borrower is a party are true and correct in all material respects (or, in the case of any such representation or warranty already qualified by “Material Adverse Effect” or any other materiality qualification, true and correct in all respects) on and as of the Amendment Effective Date, as though made on and as of such date (other than any such representation or warranty that by its terms refers to a specific date, in which case such representation and warranty shall be true and correct in all material respects (or, in the case of any such representation or warranty already qualified by “Material Adverse Effect” or any other materiality qualification, true and correct in all respects) as of such specific date);

(ix) A Notice of Borrowing in respect of the Amendment Effective Date Advances, which shall be irrevocable and binding on the Borrower; and

(x) such other certifications, opinions, financial or other information, approvals and documents as the Administrative Agent or any Lender may have reasonably requested at least one (1) Business Day prior to the Amendment Effective Date, all in form and substance satisfactory to the Administrative Agent or such Lender (as the case may be).

(c) The Administrative Agent shall have received all documentation and information required by regulatory authorities under applicable “know your customer” and anti-money laundering rules and regulations, including, without limitation, the Patriot Act and the Beneficial Ownership Regulation, to the extent such documentation or information is requested by the Administrative Agent on behalf of any Lender prior to the Amendment Effective Date.

#### **SECTION 4. *Representations and Warranties.***

The Borrower represents and warrants as follows:

(a) ***Due Authorization.*** The execution, delivery and performance by it of this Amendment and each other Loan Document being executed and delivered in connection with this Amendment to which the Borrower is, or is to become, a party, and the performance by the Borrower of the Amended Agreement, have been duly authorized by all necessary corporate action on its part and do not, and will not, require the consent or approval of its shareholders or members, as the case may be, other than such consents and approvals as have been duly obtained, given or accomplished.

(b) ***No Violation, Etc.*** Neither the execution, delivery or performance by it of this Amendment or any other Loan Document being executed and delivered in connection with this Amendment to which it is, or is to become, a party, nor the consummation by it of the transactions contemplated hereby or thereby, nor compliance by it with the provisions hereof or thereof, nor the

performance by it of the Amended Agreement, contravenes or will contravene, or results or will result in a breach of, any of the provisions of its Organizational Documents, any Applicable Law, or any indenture, mortgage, deed of trust, lease, license or any other agreement or instrument to which it or any of its Subsidiaries is party or by which its property or the property of any of its Subsidiaries is bound, or results or will result in the creation or imposition of any Lien upon any of its property or the property of any of its Subsidiaries, except to the extent such contravention or breach, or the creation or imposition of any such Lien, individually or in the aggregate, has not had and would not reasonably be expected to have a Material Adverse Effect with respect to the Borrower.

(c) **Governmental Actions.** No Governmental Action is or will be required in connection with (i) the execution, delivery or performance by it of, or the consummation by it of the transactions contemplated by, this Amendment or any other Loan Document being executed and delivered in connection with this Amendment to which it is, or is to become, a party, or (ii) the performance by it of the Amended Agreement.

(d) **Execution and Delivery.** This Amendment and the other Loan Documents being executed and delivered in connection with this Amendment to which it is, or is to become, a party have been or will be (as the case may be) duly executed and delivered by it, and each of this Amendment and the Amended Agreement is, and upon execution and delivery thereof each such other Loan Document will be, the legal, valid and binding obligation of it enforceable against it in accordance with its terms, *subject, however,* to the application by a court of general principles of equity and to the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally.

(e) **Financial Statements.** The consolidated balance sheets of the Borrower and its Subsidiaries, as at December 31, 2018, and the related consolidated statements of income, retained earnings and cash flows of the Borrower and its Subsidiaries, certified by PricewaterhouseCoopers LLP, independent public accountants, and the unaudited consolidated balance sheet of the Borrower and its Subsidiaries, as at June 30, 2019, and the related consolidated statements of income, retained earnings and cash flows of the Borrower and its Subsidiaries, for the six months then ended, copies of which have been furnished to each Lender, in all cases as amended and restated to the date hereof, present fairly in all material respects the consolidated financial position of the Borrower and its Subsidiaries as at the indicated dates and the consolidated results of the operations of the Borrower and its Subsidiaries for the periods ended on the indicated dates, all in accordance with GAAP consistently applied (in the case of such statements that are unaudited, subject to year-end adjustments and the exclusion of detailed footnotes).

(f) **No Material Misstatements.** The reports, financial statements and other written information furnished by or on behalf of the Borrower to the Administrative Agent or any Lender pursuant to or in connection with this Amendment and the transactions contemplated hereby, when taken together with the Disclosure Documents, do not contain, when taken as a whole, any untrue statement of a material fact and do not omit, when taken as a whole, to state any fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading in any material respect.

(g) **Litigation.** There are no actions, suits or proceedings by or before any arbitrator or Governmental Authority pending against or, to the knowledge of the Borrower, threatened against the Borrower or any of its Subsidiaries that involve this Amendment, the Amended Agreement or any other Loan Document.

(h) **No Default.** No Unmatured Default or Event of Default has occurred and is continuing or would occur as a result of (i) the execution, delivery or performance by the Borrower of this Amendment or any other Loan Document being executed and delivered in connection with this Amendment to which it is, or is to become, a party or (ii) the performance by the Borrower of the Amended Agreement.

**SECTION 5. *Reference to and Effect on the Credit Agreement and the Other Loan Documents.***

(a) Except as expressly amended hereby, all of the representations, warranties, terms, covenants and conditions of the Credit Agreement and the other Loan Documents shall remain in full force and effect in accordance with their respective terms and are hereby in all respects ratified and confirmed. The amendments set forth herein shall be limited precisely as provided for herein and shall not be deemed to be a waiver of, amendment of, consent to departure from or modification of any term or provision of the Loan Documents or any other document or instrument referred to therein or of any transaction or further or future action on the part of the Borrower requiring the consent of the Administrative Agent or the Lenders except to the extent specifically provided for herein. Except as expressly set forth herein, the Administrative Agent and the Lenders have not and shall not be deemed to have waived any of their respective rights and remedies against the Borrower for any existing or future Unmatured Default or Event of Default. The Administrative Agent and the Lenders reserve the right to insist on strict compliance with the terms of the Credit Agreement and the other Loan Documents, and the Borrower expressly acknowledges such reservation of rights. Any future or additional amendment of any provision of the Credit Agreement or any other Loan Document shall be effective only if set forth in a writing separate and distinct from this Amendment and executed by the appropriate parties in accordance with the terms thereof.

(b) Upon the effectiveness of this Amendment: (i) each reference in the Existing Credit Agreement to “this Agreement”, “hereunder”, “hereof” or words of like import referring to the Existing Credit Agreement shall mean and be a reference to the Amended Agreement; and (ii) each reference in any other Loan Document to “the Credit Agreement”, “thereunder”, “thereof” or words of like import referring to the Existing Credit Agreement shall mean and be a reference to the Amended Agreement. This Amendment shall constitute a “Loan Document” for all purposes under the Credit Agreement and the other Loan Documents.

(c) The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of the Lenders or the Administrative Agent under the Existing Credit Agreement or any other Loan Document, nor constitute a waiver of any provision of the Existing Credit Agreement or any other Loan Document.

**SECTION 6. *Costs and Expenses.***

The Borrower agrees to pay on demand all reasonable out-of-pocket costs and expenses incurred by the Administrative Agent in connection with the preparation, execution, delivery, syndication and administration of this Amendment and the other documents to be delivered hereunder, including, without limitation, the reasonable fees and out-of-pocket expenses of counsel for the Administrative Agent with respect thereto and with respect to advising the Administrative Agent as to its rights and responsibilities under this Amendment. The Borrower further agrees to pay on demand all reasonable out-of-pocket costs and expenses, if any (including, without limitation, reasonable fees and expenses of counsel), incurred by the Administrative Agent and the Lenders in connection with the enforcement (whether through negotiations, legal proceedings or otherwise) of this Amendment, the Amended Agreement and the other documents to be delivered hereunder, including, without limitation, counsel fees and expenses in connection with the enforcement of rights under this Section.

**SECTION 7. *Counterparts.***

This Amendment may be executed in any number of counterparts (and by different parties hereto in separate counterparts), each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument. Delivery of an executed signature page to this Amendment by facsimile or other electronic transmission (including, without limitation, by Adobe portable document format file (also known as a "PDF" file)) shall be as effective as delivery of a manually signed counterpart of this Amendment.

**SECTION 8. *Governing Law.***

This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York.

**SECTION 9. *Miscellaneous.***

This Amendment shall be subject to the provisions of Sections 8.05, 8.10, 8.11 and 8.12 of the Credit Agreement, each of which is incorporated by reference herein, *mutatis mutandis*.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

FIRSTENERGY CORP.

By /s/ Steven R. Staub  
Name: Steven R. Staub  
Title: Vice President and Treasurer

[Signature Page to Amendment No. 1 to FirstEnergy Corp. Two-Year Term Loan Credit Agreement]

JPMORGAN CHASE BANK, N.A., as Administrative Agent and a Lender

By /s/ Amit Gaur

Name: Amit Gaur

Title: Vice President

[Signature Page to Amendment No. 1 to FirstEnergy Corp. Two-Year Term Loan Credit Agreement]

BANK OF AMERICA, N.A., as a Lender

By /s/ Dee Dee Farkas

Name: Dee Dee Farkas

Title: Director

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MIZUHO BANK, LTD., as a Lender

By /s/ Edward Sacks

Name: Edward Sacks

Title: Authorized Signatory

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THE BANK OF NOVA SCOTIA, as a Lender

By /s/ Michael Grad  
Name: Michael Grad  
Title: Director

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PNC BANK, NATIONAL ASSOCIATION, as a Lender

By /s/ Kelly Miller

Name: Kelly Miller

Title: Vice President

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MUFG BANK, LTD. (formerly known as The Bank of Tokyo-Mitsubishi UFJ, Ltd.), as an Exiting Lender

By /s/ Chi-Cheng Chen

Name: Chi-Cheng Chen

Title: Director

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CITIBANK, N.A., as an Exiting Lender

By /s/ Richard D. Rivera

Name: Richard Rivera

Title: Vice President

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BARCLAYS BANK PLC, as a New Lender

By /s/ Sydney G. Dennis

Name: Sydney G. Dennis

Title: Director

Domestic Lending Office:

745 7th Avenue  
New York, NY 10019

Eurodollar Lending Office:

745 7th Avenue  
New York, NY 10019

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COBANK, ACB, as a Lender

By /s/ Josh Batchelder  
Name: Josh Batchelder  
Title: Managing Director

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CANADIAN IMPERIAL BANK OF  
COMMERCE, NEW YORK BRANCH, as a Lender

By /s/ Anju Abraham  
Name: Anju Abraham  
Title: Authorized Signatory

By /s/ Robert Casey  
Name: Robert Casey  
Title: Authorized Signatory

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SUMITOMO MITSUI BANKING  
CORPORATION, as a Lender

By /s/ Michael Maguire  
Name: Michael Maguire  
Title: Executive Director

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TD BANK, N.A., as a Lender

By /s/ Shannon Batchman  
Name: Shannon Batchman  
Title: Senior Vice President

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U.S. BANK NATIONAL ASSOCIATION, as a Lender

By /s/ Michael E. Temnick  
Name: Michael E. Temnick  
Title: Vice President

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KEYBANK NATIONAL ASSOCIATION, as a Lender

By /s/ Renee M. Bonnell  
Name: Renee M. Bonnell  
Title: Senior Vice President

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SANTANDER BANK, N.A., as a Lender

By /s/ Andres Barbosa

Name: Andres Barbosa

Title: Executive Director

By /s/ Daniel Kostman

Name: Daniel Kostman

Title: Executive Director

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FIFTH THIRD BANK, as a Lender

By /s/ William Merritt  
Name: William Merritt  
Title: Director II

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INDUSTRIAL AND COMMERCIAL BANK OF CHINA LIMITED, NEW YORK BRANCH, as a Lender

By /s/ Christopher McKay  
Name: Christopher McKay  
Title: Director

By /s/ Pinyen Shih  
Name: Pinyen Shih  
Title: Executive Director

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THE BANK OF NEW YORK MELLON, as a Lender

By /s/ Richard K. Fronapfel, Jr.  
Name: Richard K. Fronapfel, Jr.  
Title: Director

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CITIZENS BANK, N.A., as a Lender

By /s/ Stephen A. Maenhout

Name: Stephen A. Maenhout

Title: Senior Vice President

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THE HUNTINGTON NATIONAL BANK, as an Exiting Lender

By /s/ Brian H. Gallagher  
Name: Brian H. Gallagher  
Title: Senior Vice President

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FIRST NATIONAL BANK OF PENNSYLVANIA,  
as a Lender

By /s/ Robert E. Heuler  
Name: Robert E. Heuler  
Title: Vice President

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ROYAL BANK OF CANADA, as a New Lender

By /s/ Justin Painter

Name: Justin Painter

Title: Authorized Signatory

Domestic Lending Office:

200 Vesey Street

5<sup>th</sup> Floor

New York, NY 10281

Eurodollar Lending Office:

200 Vesey Street

5<sup>th</sup> Floor

New York, NY 10281

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MORGAN STANLEY BANK, N.A., as a New Lender

By /s/ Michael King

Name: Michael King

Title: Authorized Signatory

Domestic Lending Office:

Morgan Stanley Loan Servicing  
1300 Thames Street Wharf, 4th floor  
Baltimore, MD 21231

Eurodollar Lending Office:

Morgan Stanley Loan Servicing  
1300 Thames Street Wharf, 4th floor  
Baltimore, MD 21231

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## Incremental Advance Lenders

<u>Incremental Advance Lender</u>	<u>Amount of Amendment Effective Date Advance</u>	<u>Additional Amount to be Funded as an Increasing Lender</u>	<u>Total Required Funding Amount</u>
Bank of America, N.A.	\$10,811,599.76	\$3,375,900.24	\$14,187,500.00
Mizuho Bank, Ltd.	\$11,311,695.80	\$3,532,054.20	\$14,843,750.00
JPMorgan Chase Bank, N.A.	\$3,691,184.95	\$1,152,565.05	\$4,843,750.00
PNC Bank, National Association	\$53,224,505.50	\$16,619,244.50	\$69,843,750.00
The Bank of Nova Scotia	\$3,691,184.95	\$1,152,565.05	\$4,843,750.00
Barclays Bank PLC	\$30,000,000.00	\$0.00	\$30,000,000.00
Canadian Imperial Bank of Commerce, New York Branch	\$38,102,554.28	\$11,897,445.72	\$50,000,000.00
Sumitomo Mitsui Banking Corporation	\$6,221,603.11	\$1,942,683.02	\$8,164,286.13
TD Bank, N.A.	\$3,810,255.43	\$1,189,744.57	\$5,000,000.00
Santander Bank, N.A.	\$2,177,288.82	\$679,854.04	\$2,857,142.86
Fifth Third Bank	\$1,371,691.95	\$428,308.05	\$1,800,000.00
Industrial and Commercial Bank of China Limited, New York Branch	\$1,360,805.51	\$424,908.78	\$1,785,714.29
The Bank of New York Mellon	\$28,576,915.71	\$8,923,084.29	\$37,500,000.00
Citizens Bank, N.A.	\$3,265,933.23	\$1,019,781.06	\$4,285,714.29
First National Bank of Pennsylvania	\$9,525,638.57	\$2,974,361.43	\$12,500,000.00
Royal Bank of Canada	\$21,428,571.00	\$0.00	\$21,428,571.00
Morgan Stanley Bank, N.A.	\$21,428,571.43	\$0.00	\$21,428,571.43
<b>TOTAL</b>	<b><u>\$250,000,000.00</u></b>	<b><u>\$55,312,500.00</u></b>	<b><u>\$305,312,500.00</u></b>

**Exiting Lenders**

1. The Huntington National Bank
2. MUFG Bank, Ltd.
3. Citibank, N.A.

## List of Outstanding Advances as of the Amendment Effective Date

<b>Lender</b>	<b>Outstanding Advances</b>
Bank of America, N.A.	\$74,500,000.00
Mizuho Bank, Ltd.	\$30,000,000.00
JPMorgan Chase Bank, N.A.	\$30,000,000.00
PNC Bank, National Association	\$95,000,000.00
MUFG Bank, Ltd.	\$0.00
The Bank of Nova Scotia	\$30,000,000.00
Citibank, N.A.	\$0.00
Barclays Bank PLC	\$30,000,000.00
CoBank, ACB	\$75,000,000.00
Canadian Imperial Bank of Commerce, New York Branch	\$75,000,000.00
Sumitomo Mitsui Banking Corporation	\$51,914,286.13
TD Bank, N.A.	\$30,000,000.00
U.S. Bank National Association	\$25,000,000.00
KeyBank National Association	\$25,000,000.00
Santander Bank, N.A.	\$22,857,142.86
Fifth Third Bank	\$14,300,000.00
Industrial and Commercial Bank of China Limited, New York Branch	\$14,285,714.29
The Bank of New York Mellon	\$50,000,000.00
Citizens Bank, N.A.	\$14,285,714.29
First National Bank of Pennsylvania	\$20,000,000.00
Royal Bank of Canada	\$21,428,571.00
Morgan Stanley Bank, N.A.	\$21,428,571.43
<b>TOTAL</b>	<b><u>\$750,000,000.00</u></b>

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